v. *Bliley*, 23 Colo. 160, 46 Pac. 633; *Franklin Bank* v. *Harris*, 77 Md. 423, 26 Atl. 523. It is clear, however, that the application of the general rule affords inadequate compensation to the owner of the stock. See *Barber* v. *Ellingwood*, 137 N. Y. App. Div. 704, 713, 122 N. Y. Supp. 369, 378; *Dimock* v. *U. S. Nat. Bank*, 55 N. J. L. 296, 304, 25 Atl. 926, 928. In an endeavor to reach a more equitable result, the New York courts have laid down a special rule of damages for the conversion of stock; viz., the highest price reached during a reasonable time in which the plaintiff might have replaced his stock after learning of the conversion. *Wright* v. *Bank of Metropolis*, 110 N. Y. 237, 18 N. E. 79; *Baker* v. *Drake*, 53 N. Y. 211. See 19 COL. L. REV. 379. But the plaintiff may at his option rely on the general rule. *McIntyre* v. *Whitney*, 139 N. Y. App. Div. 557, 124 N. Y. Supp. 234, aff'd 201 N. Y. 526, 94 N. E. 1096. See 24 HARV. L. REV. 62. This so-called New York rule is favored by many jurisdictions. *Galigher* v. *Jones*, 129 U. S. 193; *Dimock* v. *U. S. Nat. Bank, supra; Citizens Ry. Co.* v. *Robbins*, 144 Ind. 671, 42 N. E. 916. By allowing the plaintiff to recover the highest price of the stock between the conversion and the trial, the Pennsylvania court in the principal case more than compensates the owner of the securities, and in effect penalizes the converter in a civil action in which exemplary damages are not an element. The rule has been justly criticized. See *Baker* v. *Drake, supra*, 217; *Pinkerton* v. *Manchester Railroad*, 42 N. H. 424, 461.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR BREACH OF WARRANTY. — A corporation sold a tractor to the defendant with warranties that it would do general farm work. In an action by the plaintiff, to whom the corporation had assigned the contract, the buyer sought to set off, *inter alia*, the loss of profits from land due to the absence of a crop which he could have sown if the tractor had been as warranted. *Held*, that such damages may be set off. *Mager* v. *Baird Co.*, [1919] 3 W. W. R. 428.

Damages for a breach which occurs prior to an assignment, provided that it is a breach of the contract assigned or is directly connected with it, may be set off against the assignee. *Newfoundland* v. *Newfoundland Ry. Co.*, 13 App. Cas. 199. Loss of profits within the contemplation of the parties when the contract was made may be recovered. *Hydraulic Engineering Co.* v. *McHaffie*, 4 Q. B. D. 670; *Passinger* v. *Thornburn*, 34 N. Y. 634. When a warranty has reference to the specific purpose for which an article was sold, such purpose is thereby shown to be within the contemplation of the parties, and a recovery may therefore be had for a loss that is a proximate result of the breach. *Beeman* v. *Banta*, 118 N. Y. 538, 23 N. E. 887; *Walker* v. *France*, 112 Pa. St. 203, 5 Atl. 208. The law has gone far in awarding consequential damages for a breach of a warranty, and, to that end, in considering losses to be proximate results of the breach. *Cf. Buckbee* v. *Hohenedal Co.*, 224 Fed. 14. See 29 HARV. L. REV. 221. See also WILLISTON, SALES, § 615. But even when it might well be said that the loss is proximate, recovery will be denied if the computation of damages is so conjectural as to be speculative. Thus it has been held that a loss of profits due to a defect in a warranted race-horse, where the profits depended on other conditions than those warranted, is both too remote and speculative. *Connoble* v. *Clark*, 38 Mo. App. 476. And so in the case of a warranted machine. *New York Co.* v. *Fraser*, 130 U. S. 611. The instant case is an extreme application of the doctrine of consequential damages to a loss that should more properly be considered remote and speculative.

DESCENT AND DISTRIBUTION — FORFEITURE OF ESTATE — CONSTITUTIONALITY OF STATUTE DENYING DOWER TO SLAYER OF HUSBAND. — A Kansas statute provides that a person convicted of killing another from whom he would inherit property shall be denied all right to such property, and that it